

OFFICIAL DOCUMENTS

P166221

PARTNERSHIP AGREEMENT FOR ADVISORY SERVICES

between

MINISTRY OF LABOR AND SOCIAL POLICY

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated Rome, February 22, 2018

PARTNERSHIP AGREEMENT FOR ADVISORY SERVICES

AGREEMENT dated the 22 day of February 2018, between the MINISTRY OF LABOR AND SOCIAL POLICY (the "MoLSP") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank") (jointly referred to as "the Parties").

WHEREAS the MoLSP and the Bank share a common objective of building competitive and sustainable economies and reducing poverty and social exclusion – goals of the Europe 2020 Agenda which is built on three pillars of smart, sustainable and inclusive growth.

WHEREAS the Bank is deemed uniquely qualified to provide analytical, advisory and knowledge services and technical assistance to the MoLSP based on its recognized international expertise and to its previous experience advising countries worldwide in the area of social assistance reforms. The Bank is widely acknowledged to be one of the leading bodies providing policy advice and program implementation support in the area of social assistance and poverty reduction programs to Governments throughout the world, including in many European Union Member States. The Bank has assisted numerous Governments setting up and implement conditional cash transfers, poverty-targeted programs, and social assistance programs in general.

WHEREAS the request from the MoLSP provides the Bank an opportunity to expand further its global knowledge services and work on the innovation frontier. This engagement implies providing program implementation support in a multi-level governance context, where important investments will need, on the one hand, to be made to build capacity at the subnational level for Guaranteed Minimum Income (the "GMI") program "*Reddito di Inclusione*" (the "ReI"), and at the national and regional level for planning, monitoring and evaluation, on the other. These experiences can be crucial to inform implementation challenges, for example, in federal contexts, where the need to define and engage in state partnerships is at the center of any reform agenda. Moreover, they can be of significant relevance for South-South exchanges and for countries in Middle East and North Africa and others in Europe and Central Asia that are looking at the European Union for best practices. In this sense, the Bank will be working on the frontier, coming up with innovations that will support the engagement in a highly-diversified system, with complex governance and multiple stakeholders.

WHEREAS, the Bank will provide technical assistance support to the MoLSP responsible for the design and implementation of the roll out of the GMI at the regional and local level through advisory services (the "Advisory Services") described in the Schedule to this Agreement for the implementation of the ReI, making sure to include lessons learned from the implementation of other similar programs worldwide. The objective of this technical assistance is to help support MoLSP in its successful implementation of the national roll-out of the GMI. Technical assistance will focus on the key elements of the GMI

implementation, including support to the key business processes, the Management Information System, the training strategies, and the monitoring and evaluation strategy.

WHEREAS the MoLSP has reviewed the relevant documents provided by the Bank in conjunction with the preparation of the Advisory Services to be provided by the Bank.

NOW, therefore, the Parties hereto agree as follows:

1. **Advisory Services.** The Bank shall provide to the MoLSP the Advisory Services described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.
2. **MoLSP Contacts.** In carrying out the Advisory Services, the Bank shall work closely with the designated officials of the MoLSP. The MoLSP shall provide the Bank with the names and contact information for said designated officials.
3. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith based in light of information currently available to the Bank, and are given on an indicative basis assuming that: (i) the MoLSP and its personnel shall carry out their respective duties in a satisfactory and timely manner; and (ii) the MoLSP shall at all times act in a timely manner in providing available information making decisions and providing necessary support, in relation to the activities, as provided herein and as reasonably requested from time to time by the Bank.
4. **Payment.** (a) The MoLSP shall pay the Bank a fixed fee of twelve million one hundred thousand seven hundred and forty-eight Euro (€12,100,748) in accordance with the following schedule of payment:

Amount of Installment	Event upon which Payment is Due
1. € 605,038	Upon effectiveness of this Agreement and submission by the Bank of an inception report
2. € 156,000	Upon the submission by the Bank and approval by the MoLSP of Output 1 as set forth in the table in Section B of the Schedule to this Agreement
3. €1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 1 as set forth in the table in Section B of the Schedule to this Agreement

4.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 2 as set forth in the table in Section B of the Schedule to this Agreement
5.	€ 120,000	Upon the submission by the Bank and approval by the MoLSP of Output 2 as set forth in the table in Section B of the Schedule to this Agreement
6.	€ 500,000	Upon the submission by the Bank and approval by the MoLSP of Output 3 as set forth in the table in Section B of the Schedule to this Agreement
7.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 3 as set forth in the table in Section B of the Schedule to this Agreement
8.	€ 314,000	Upon the submission by the Bank and approval by the MoLSP of Output 4 as set forth in the table in Section B of the Schedule to this Agreement
9.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 4 as set forth in the table in Section B of the Schedule to this Agreement
10.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 5 as set forth in the table in Section B of the Schedule to this Agreement
11.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 6 as set forth in the table in Section B of the Schedule to this Agreement
12.	€1,486,530	Upon the submission by the Bank and approval by the MoLSP of Deliverables Report 7 as set forth in the table in Section B of the Schedule to this Agreement

(b) All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank. Payment shall be made, in Euro, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings to such account as the Bank may from time to time designate in writing.

(c) Adjustments to a payment in the payment schedule under paragraph 4 (a) above representing *less than 15%* of the value of said payment following the endorsement of a Semi-Annual Work Plan as described in the Schedule to this Agreement, may be agreed by the Parties in writing through an exchange of letters without the need to proceed to an amendment of paragraph 4 (a) to this Agreement.

5. **Effectiveness.** This Agreement shall become effective as of the day and year on which the Bank has received a communication in writing in form and substance acceptable to the Bank showing that all legally required national procedures and actions for the entry into force of the Agreement have been fulfilled by the MoLSP and that the Agreement is legally binding upon it in accordance with its terms.

6. **Expiration.** This Agreement shall expire forty-eight (48) months following the effectiveness date, unless it shall earlier be renewed with the mutual agreement of the MoLSP and the Bank. This duration includes the time necessary to ensure the orderly termination of the Agreement by both parties.

7. **Termination.** Either the MoLSP or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days' written notice to the other. Upon receipt of such notice, the Parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Advisory Services and to settle promptly all outstanding matters.

8. **Cooperation.** (a) The MoLSP shall at all times provide the Bank in a timely manner with pertinent information that may affect the performance of the Advisory Services, inform the Bank of any developments relating to the Advisory Services, and do all things necessary to enable Bank Personnel to carry out the Advisory Services hereunder.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the MoLSP's failure to provide its contribution as set forth in Section D of the Schedule to this Agreement or otherwise cooperate as set forth in paragraph (a) above.

9. **Notices and Addresses.** (a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, e-mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by e-mail or facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

(b) The following addresses are specified for the purposes of this Agreement:

For the MoLSP:

Ministry of Labor and Social Policy
Via Fornovo 8
800192 Rome, Italy

Phone: +390646834457
E-mail: DGInclusione@lavoro.gov.it

For the Bank:

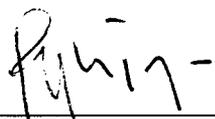
The World Bank
1818 H Street, NW
Washington, DC 20433
USA

Phone: (202) 477-1234
Fax: (202) 477- 6391
E-mail: amarini@worldbank.org

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year first above written.

**MINISTRY OF LABOR AND
SOCIAL POLICY**

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT**

By: 
Authorized Representative
Name: RAFFAELE MICHELE TANGORRA
Title: DIRECTOR GENERAL
22/02/2018

By: 
Authorized Representative
Name: Arup Banerji
Title: Regional Director
16/02/2018

SCHEDULE

Description of the Advisory Services

A. Advisory Services. Except as the MoLSP and the Bank may otherwise agree, the Advisory Services shall include the following activities and outputs:

For the purposes of this Agreement the following terms are defined as follows:

- (a) “*Ambito*” or “*ambiti*” are the local areas exercising local social functions as defined in article 8, paragraph 3a of Italian Law 328/2000.
- (b) “Community of Practice” or “CoP” refers to a group of stakeholders including those responsible for regional social policies in charge of implementing ReI at the National, Regional, and local level who engage in a process of collective learning within the domain of ReI implementation.
- (c) “Families” means the groups of individuals recorded in the registry office as defined in article 3 of the Decree of the President of Council of December 5, 2013, no 159.
- (d) “Participating Regions” are Regions who have replied in writing to an official letter sent on October 2, 2017 by the MoLSP, calling for expressions of interests in collaborating with the Bank for the purpose of receiving technical assistance in the implementation of the ReI program.
- (e) “Project” means the personalized project of activation and social inclusion services that families subscribe in order to benefit from ReI, as defined in Article 6 of Law Decree n.147 of September 15, 2017.
- (f) “Regions” are the 21 administrative units composing the Republic of Italy, as defined in Article 114 of the Italian Constitution, including the autonomous Provinces of Trento and Bolzano.

Part I: Supporting the national level capacity for the implementation of ReI

1. Development of specific and qualified content for the MoLSP’s online portal for ReI implementers

The Bank will assist MoLSP develop contents for the ReI dedicated online portal to support staff responsible for the implementation of the ReI program at the national, regional and local level in order to enhance the effectiveness of the ReI program across the country. The online portal – to be hosted by the MoLSP – will feature the program’s most critical information and analytics, including, among others, access to: user manuals; online forum for the ReI users; access to tools and legislation; access to an online training platform; and updated and searchable frequently asked questions (FAQs). The Bank will support the MoLSP, where appropriate, in the preparation and regular updating of, among others, the

user manuals, the FAQs and the creation of an online forum to respond to queries related to the implementation of ReI.

2. Development of Monitoring Dashboard

(a) The Bank will provide technical assistance to MoLSP in the context of the so called “*banca dati* ReI”, for the development of a dashboard, including its content and IT requirements, accessible to national, regional and local staff in charge of implementing the ReI program, to allow monitoring of key indicators at the aggregate level by region, *ambito* and municipality. Supervising and tracking of performance of the ReI program on a regular basis at the national and regional level, and for the continuous improvement of the RFFI program implementation.

3. Monitoring and evaluation

(a) The Bank will provide continuous technical assistance to the MoLSP General Directorate for the Fight against Poverty and Social Planning (the Directorate) in monitoring the implementation of ReI throughout the duration of this Agreement. The Bank will support the MoLSP in the definition of critical indicators and aggregate statistics. Activities will include supporting MoLSP analyze administrative data and prepare regular monitoring reports based on basic performance indicators for the program agreed with the MoLSP. The monitoring reports will be used by MoLSP as the basis for active supervision, including the identification of *ambiti* that will benefit from special “tutoring” under Part III of Section A of this Schedule.

(b) The Bank will also support the Directorate in its role of monitoring the implementation of ReI at the national and local level. This activity will include support to the preparation two evaluation reports to analyze the implementation of the ReI program on the ground.

(c) The Bank will support MoLSP develop a methodology to track the improvement in the implementation of the ReI program at the regional level.

(d) The Bank will provide training to staff in the MoLSP on monitoring and evaluation to strengthen their capacities in this area.

4. Support to communities of practice

(a) The Bank will support MoLSP develop and implement Communities of Practice (CoPs) to foster the regular virtual and in-person exchange of best practices across regions/invited *ambiti*, and sharing of international experiences. The Bank will also support MoLSP organize biannual meetings for the CoPs to discuss, among others, the latest monitoring reports disaggregated by regions.

(b) The Bank will support MoLSP organize exchange programs within the CoPs participants in order to strengthen collaboration and share best practices across local level actors responsible for the implementation of the ReI program.

(c) The Bank will provide technical assistance to MoLSP to support the preparation of an annual MoLSP report on best practices across *ambiti*.

5. Support to the information systems strategy for ReI implementation

In coordination with the diagnostics carried out by other actors with respect to local level information systems and their connection with the overall Unique Social Services Information System (*Sistema Informativo Unitario dei Servizi Sociali - SIUSS*), and in consideration of the approved guidelines for the assessment and development of projects of ReI Families, the Bank will support the MoLSP in the definition of the minimum requirements necessary for the creation of the “ReI database” to ensure the monitoring of ReI personalized projects. The Bank will review existing diagnostics, information and basic requirements of information systems that are currently used to track eligibility to the ReI program and follow the participation of ReI beneficiary families to other social programs and will support the MoLSP in the definition of the criteria for the platform for the “ReI database” to be developed by the National Institute for Social Security (INPS).

6. Development and delivery of national training

The Bank will assist MoLSP develop an e-learning national training program, in collaboration with other relevant institutions identified by the MoLPS, including the development of the curriculum, methodology, material and the launch of an e-learning training program, directed at the social workers as well as other local actors such as staff from INPS, municipality workers, all the stakeholders involved in the multi-sectoral teams responsible for the intake of ReI Families and local non-governmental organizations.

Training will include clear guidelines with respect to the critical business processes of the ReI program, such as: outreach and promotion, application, intake, pre-assessment, assessment, personalized project, networking, use of information tools, monitoring and evaluation of personalized projects.

Activities carried out by the Bank will also include the preparation of the e-learning modules, their testing, adjustment and ensuring they are launched electronically in the platform of the MoLSP.

Part II: Supporting regional capacity for the implementation of ReI

1. Regional Action Plans for the Implementation of ReI

(a) The Bank will prepare a basic profile of each of the Participating Regions, which will include the critical information, including governance structure, service mapping, and critical risks.

(b) The Bank will develop, in collaboration with every Participating Region and on the basis of the basic profile described under paragraph (a) above, a proposed action plan for the technical assistance activities that will be provided by the Bank to support the implementation of ReI program at the regional and local level (the proposed Regional Action Plan). The proposed Regional Action Plans will include selected technical assistance activities such as activities to strengthen local capacity with respect to use of assessment tools, mapping supply of local services, organization of intermediation services, exchange programs/internships for local level actors responsible for implementation with other regions or programs, workshops and publications. In the same vein, the Bank may also support MOLSP organize study tours for local level actors responsible for the implementation of the ReI program within the EU where other GMI programs are implemented.

(c) The Bank will support MoLSP and the regions set up regional task forces, including regional coordinators in the participating regions, to support the definition and the implementation of the activities included the in proposed Regional Action Plans.

The Bank's inputs to the development of the proposed Regional Action Plans will draw on best international practices and global lessons on effective project implementation of GMIs. The activity will include desk research as well as series of interviews.

2. Implementation of Regional Action Plans

(a) The Bank will support Participating Regions in carrying out selected actions jointly agreed by the Bank and the Participating Region as part of the proposed Regional Action Plan as per activity described under Part II.1 above.

(b) The Bank will collect and systematize lessons learned to be shared with other regions and *ambiti*.

3. Development of Specialized Regional Training

The Bank will develop and carry out a face-to-face specialized training for regional and local staff associated with the management and implementation of ReI, with a particular focus on the social workers who would be in charge of supporting the implementation of ReI, taking into account the local specificities. The content and methodology for the specialized regional training will be developed and updated by the Bank in a consultation

and with the agreement the MoLPS and in coordination with the Regions selected on the basis of the proposed Regional Action Plans and in coordination with the MoLSP, based on a diagnostic of regional training needs described under Part I.6 above. Training would be organized at the regional level.

Part III: Supporting selected municipalities in the implementation of ReI

1. Tutoring provided to selected *ambiti*

Technical assistance in the form of “tutoring” will be provided by the Bank on the basis of a set of activities to be agreed during the definition of the proposed Regional Action Plans. The selection of *ambiti* to be supported will be done in consultation and with the agreement of the MoLSP.

It is expressly agreed and understood that the Bank shall not be responsible for the implementation of the recommendations and outputs resulting from the activities carried out under this Agreement.

Any change to the scope of work shall be set out in a writing signed by the MoLSP and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

Methodology

- (a) The Bank will be in charge of the implementation of the activities and shall consult with the MoLSP regularly. The MoLSP will take all appropriate measures to facilitate the Bank work in the performance of the activities, including, as needed, facilitating appropriate involvement of the local authorities for the smooth execution of the activities by the Bank. The MoLSP, when legally possible, will provide the Bank with relevant documents, and reports.
- (b) Priorities and choices to be made in the planning of the activities will be discussed and consulted between the Bank and MoLSP.
- (c) The Bank shall by not later than April 1 and October 1, starting in October 1, 2018, each year throughout the implementation of this Agreement, prepare and furnish to the MoLSP a plan of activities proposed for inclusion in the Annex 1 of this Agreement for the following calendar semester, together with a budget for such activities and a timetable for their implementation (the Semi-Annual Work Plan).
- (d) The Bank shall exchange views with the MoLSP on such proposed Semi-Annual Work Plan not later than May 15 and November 15 respectively each year throughout the implementation of the Agreement, and shall thereafter adopt, and carry out such plan for such following calendar semester as shall have been endorsed by the MoLSP. Except as the MoLSP shall otherwise agree, the Bank

shall not amend, abrogate, waive the aforementioned, or any provision thereof, without the prior written agreement of the MoLSP.

- (e) Only each such Semi-Annual Work Plan of activities as shall have been endorsed by the MoLSP shall be eligible for inclusion in the Agreement and financing out of section 4 of the Agreement.
- (f) The Bank and MOLSP will have regular exchanges on the progress of the Project, on the Semi-Annual Work Plans or schedule of activities for the following month(s) including missions, and raise any issues as they arise concerning difficulties encountered. A representative of the MoLSP will be invited to attend all missions and all pertinent events or activities.
- (g) Following the effectiveness date of this Agreement, a semi-annual progress report in Italian shall be submitted within 21 days from the end of each period. The progress reports shall include a description of the activities carried out under this Schedule in line with the Semi-Annual Work Plans, completed or in progress in the reporting period, next steps planned for the following reporting period and the outputs that are due over the same time period. The progress reports shall be in the format provided as Attachment to this Schedule. The MoLSP will have 30 calendar days, after the submission of the to review the progress report. If comments are communicated to the Bank on the progress report, the Bank will have 7 calendar days to submit a modified progress report and/or provide comments and clarifications.
- (h) All Outputs shall be subject to an approval process by the MOLSP after the Bank submits the English or Italian version. In case of Outputs submitted in English, the Italian translation of the final Outputs shall be submitted within a maximum of 30 calendar days following the English version as described in the Timetable of the Schedule to this Agreement. The MoLSP will have 30 calendar days after the submission of the Italian version or translation, to review each output and either and provide comments to the Bank within this period or confirm acceptance of the outputs. If comments are communicated by the MoLSP, the Bank will have 7 calendar days to submit a modified output in English version and/or its Italian version or translation, as the case may be, and/or provide comments and clarifications. The MoLSP will then have 7 calendar additional days to review the revised output and accept it.
- (i) The work program will be reviewed by a joint Steering Committee comprised of MoLSP and Bank representatives on a regular basis. Steering Committee meetings will take stock of tasks conducted in the course of the preceding year and set a detailed work plan for the next one. The governance structure of the Steering Committee will be defined at the beginning of the implementation of this Agreement, including representatives of the Participating Regions, *ambiti* and other relevant stakeholders as pertinent.

B. **Timetable.** Except as the MOLSP and the Bank may otherwise agree, the Bank shall endeavor to perform the Advisory Services in accordance with the following tentative timetable:

Indicative Output	Expected time of completion
Output 1: Development of content of Online portal for ReI implementers.	No later than 6 months after the effectiveness date of this Agreement
Deliverables Report 1:	6 months after the effectiveness date of this Agreement
II.1. Regional Action Plans:	2 months following the effectiveness date of this Agreement
II.1.a Regional Profiles	2 months following the effectiveness date of this Agreement
I.3. Monitoring and Evaluation Strategy:	3 months following the effectiveness date of this Agreement
I.3.a.1 Definition of critical indicators	3 months following the effectiveness date of this Agreement
I.3.a.2 Template for Monitoring Reports	3 months following the effectiveness date of this Agreement
I.4 Support to Communities of Practice:	3 months following the effectiveness date of this Agreement
I.4.a.1 Definition of methodology for the Community of Practice	3 months following the effectiveness date of this Agreement
I.4.c.1 Delivery of template for publication on best practices across <i>ambiti</i>	3 months following the effectiveness date of this Agreement
II.1. Regional Action Plans:	5 months following the effectiveness date of this Agreement
II.1.b Delivery of proposed regional action plans, approved by the regions	5 months following the effectiveness date of this Agreement
I.3. Monitoring and Evaluation Strategy:	6 months following the effectiveness date of this Agreement
I.3.c Methodology to track the improvement in the implementation of ReI	6 months following the effectiveness date of this Agreement
I.3. Monitoring and Evaluation Strategy:	6 months following the effectiveness date of this Agreement
I.3.a.3 First Monitoring Report	6 months following the effectiveness date of this Agreement
Output 2: Development of monitoring dashboard	No later than 9 months after the effectiveness date of this Agreement
Output 3: Development and delivery of national training	No later than 9 months after the effectiveness date of this Agreement
Deliverables Report 2:	12 months after the effectiveness date of this Agreement
I.3. Monitoring and Evaluation Strategy:	8 months following the effectiveness date of this Agreement
I.3.b.1 First Process Evaluation Report	8 months following the effectiveness date of this Agreement
II.2. Implementation of Regional Action Plans:	8 months following the effectiveness date of this Agreement
II.2.a. Specialized Technical Assistance begins	8 months following the effectiveness date of this Agreement
I.4. Support to Communities of Practice:	12 months following the effectiveness date of this Agreement
I.4.a.2 First session of the CoP carried out	12 months following the effectiveness date of this Agreement

Indicative Output	Expected time of completion
Output 4: Technical report on the support to the information system strategy for ReI implementation	No later than 14 months after the effectiveness date of this Agreement
Deliverables Report 3:	18 months after the effectiveness date of this Agreement
I.4.b.1 First Exchange program with other GMI carried out	15 months following the effectiveness date of this Agreement
II.3. Specialized Regional training: II.3.a. Delivery of content and methodology for specialized regional training	15 months following the effectiveness date of this Agreement
I.4. Support to Communities of Practice: I.4.a.3 Second session of the CoP organized	18 months following the effectiveness date of this Agreement
II.2. Implementation of Regional Action Plans: II.2.b Annual Report on implementation of regional action plans	18 months following the effectiveness date of this Agreement
II.3. Specialized Regional training: II.3.b. Delivery of first round of specialized regional training in selected regions	18 months following the effectiveness date of this Agreement
Deliverables Report 4:	24 months after the effectiveness date of this Agreement
I.4. Support to Communities of Practice: I.4.a.4 Third session of the CoP organized	24 months following the effectiveness date of this Agreement
III.1. Tutoring provided to selected <i>ambiti</i> : III.1.a. Annual report on implementation of tutoring to selected <i>ambiti</i>	24 months following the effectiveness date of this Agreement
Deliverables Report 5:	30 months after the effectiveness date of this Agreement
I.4. Support to Communities of Practice: I.4.b.2 Second Exchange Program with Other GMI	27 months following the effectiveness date of this Agreement
I.4.a.5 Fourth session of the CoP organized	30 months following the effectiveness date of this Agreement
II.2. Implementation of Regional Action Plans: II.2.c Annual Report on implementation of regional action plans	30 months following the effectiveness date of this Agreement
Deliverables Report 6:	36 months after the effectiveness date of this Agreement
I.3. Monitoring and Evaluation Strategy: I.3.b.2 Second Process Evaluation Report	36 months following the effectiveness date of this Agreement
I.4. Support to Communities of Practice: I.4.a.6 Fifth session of the CoP organized	36 months following the effectiveness date of this Agreement

Indicative Output	Expected time of completion
III.1. Tutoring provided to selected <i>ambiti</i> : III.1.b. Annual report on implementation of tutoring to selected <i>ambiti</i>	36 months following the effectiveness date of this Agreement
Deliverables Report 7:	42 months after the effectiveness date of this Agreement
Final Report based on previous reports and final deliverables	42 months following the effectiveness date of this Agreement and not later than the time necessary to ensure the orderly termination of this Agreement by both parties in line with the expiration date

Any changes in the expected time of completion or amounts set forth in the above table may be agreed upon between the Parties through an exchange of letters provided the activities are carried out in line with paragraphs 4 (a) and 6 of this Agreement.

All progress reports and outputs as described in the Table under Section B. *Timetable* in this Schedule 1 of this Agreement submitted by the Bank shall be labeled with the relevant logos, including the European Union logo, as well as the identification sentence related to the relevant operational program, as indicated by the MoLSP. All public activities related to the delivery of the outputs carried out under this Agreement shall mention the financial participation of the European Union.

C. **Bank Personnel.** In addition to the due diligence and quality control and management activities to be performed by the Bank in the carrying out of the Advisory Services in line with Section 1 of the Annex to this Agreement, the following is an indicative list of the persons likely to be directly involved in carrying out the Advisory Services: economists, social protection specialists and international affairs specialists with relevant global international expertise in poverty reduction and social inclusion and protection.

D. **Counterparts and Facilities.** The MoLSP shall carry out the following activities and provide the following facilities in support of the Advisory Services:

1. The MoLSP shall provide facilities for conducting workshops as described in this Agreement.
2. The MoLSP may provide office space for the Bank Personnel to ensure maximum interaction with the counterpart and effectiveness of its capacity building activities.
3. In carrying out the Advisory Services, the MoLSP shall facilitate contact between the Bank and the staff of MoLSP and other relevant stakeholders.

E. **Records.** The Bank shall keep appropriate records of the Advisory Services in accordance with its normal record-keeping practices and shall furnish to the MoLSP such information regarding the Advisory Services as the MoLSP shall reasonably request, including for purposes of auditing of the MoLSP by the national and European auditing authorities. As such the Bank shall maintain appropriate records for a period of seven (7) years after the end of the Bank's fiscal year to which the records pertain.

ATTACHMENT TO THE SCHEDULE
INDICATIVE FORMAT OF PROGRESS REPORT

I. Time Period Covered: _____

II. Summary

- Overall Status of Work
- Findings and Issues

III. Progress by Component

1. Part I

- a. Activities and Analysis Completed
- b. Next steps

2. Part II

- a. Activities and Analysis Completed
- b. Next steps

3. Part III

- a. Activities and Analysis Completed
- b. Next steps

IV. Conclusions

**ANNEX
STANDARD TERMS AND CONDITIONS**

1. ***Performance Standard; Non-Exclusivity.*** The Bank hereby shall carry out the Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the MoLSP hereunder is non-exclusive and shall not restrict the MoLSP from engaging other advisers on the same or related issues.

2. ***Bank Personnel.*** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The MoLSP may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the MoLSP and Bank Personnel.

3. ***MoLSP Contributions.*** The MoLSP shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. ***Bank Operational Policies.*** The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. ***Confidentiality.*** The Parties agree that this Agreement and the outputs set out in the Schedule to this Agreement shall only be made available to the public after the MoLSP has given its written consent to such disclosure. For this purpose, the MoLSP hereby authorizes the Bank to publicly disclose this Agreement and the outputs set out in the Schedule to this Agreement in their final form. With respect to underlying information provided by the MoLSP in support of the Advisory Services, the MoLSP reserves the right to designate said information as confidential. The Bank may publicly disclose such information only after the MoLSP has given its prior consent. With respect to underlying information (other than the final outputs) provided by the Bank in support of the Advisory Services, the Bank reserves the right to designate said information as confidential. The MoLSP may publicly disclose such information only after the Bank has given its prior consent.

6. ***Intellectual Property.*** The intellectual property rights of each Party in any of its pre-existing data or documents used by the Bank in connection with the Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Advisory Services shall belong to the MoLSP;

provided, however, that the Bank shall have the global, non-exclusive, perpetual (for the duration of the copyright), fully sub-licensable and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the MoLSP, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in Section 5, **Confidentiality**, of this Annex.

7. ***Representation of the Bank's Views and Use of the Bank's Name, Marks and Logo.*** (a) The MoLSP agrees that it shall not represent, or permit the representation of, the Bank's views without the prior written consent of the Bank.

(b) The MoLSP further agrees that it shall not use, or permit the use of the Bank's name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank's usual disclaimers.

(c) Both Parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Advisory Services.

8. ***Disclaimers and Liabilities.***

(a) While the Bank shall make diligent efforts in its performance of the Advisory Services, the Bank makes no express or implied representation or warranty as to the extent of success that may be achieved in the implementation of any recommendation contained in any work product prepared by or with the assistance of the Bank or Bank Personnel.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of law, the Bank shall not be liable to the MoLSP or other third party for any loss, cost, damage or liability that the MoLSP shall incur as a result of the Advisory Services, except for those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel. Notwithstanding anything herein, the Bank's liability, if any, to the MoLSP hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the amount of the professional fees received by the Bank for its account under this Agreement.

(c) The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third Parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the MoLSP in respect of a project or otherwise.

9. **Enforceability.** The rights and obligations of the Bank and the MOLSP under this Agreement shall be valid and enforceable in accordance with their terms.

10. **Settlement of Disputes.** (a) The parties hereto shall endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

(b) Neither the MoLSP nor the Bank shall be entitled in any proceeding under paragraph (a) of this Section to assert any claim that any provision of these Standard Conditions or of the RAS Agreement is invalid or unenforceable because of any provision of the Bank's Articles of Agreement

11. **Privileges and Immunities; Tax Immunity.** The MoLSP recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank's Articles of Agreement and other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank's Articles of Agreement and other applicable rules of law. This includes, inter alia, the immunity of the Bank, its assets, income and its operations and transactions, from all taxation and customs duties.

12. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

13. **Saving of Rights.** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

14. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the Parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

15. **Entire Agreement and Counterparts.** (a) This Agreement, together with its Schedule, constitutes the entire agreement among the Parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

(b) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

(c) This Agreement has also been prepared in the Italian language at the request of the MoLSP, however, only the English version of the Agreement shall be legally binding.

16. **Termination.** Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligation of confidentiality under Section 5 of this Annex, (ii) the obligations spelled out in Sections 6 on Intellectual Property and 11 on Privileges and Immunities of this Annex; and (iii) the obligation of the MoLSP to pay to the Bank remuneration for the Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the MoLSP, shall continue in full force and effect.